

SAMPLE GRANT CONTRACT

RIVERS AND MOUNTAINS CONSERVANCY

State of California – The Resources Agency
GRANT CONTRACT

GRANTEE: _____

PROJECT TITLE: _____

PROJECT PERFORMANCE PERIOD IS FROM _____ THROUGH _____

Under the terms and conditions of this Contract, the Grantee agrees to complete the Project as described in the Project Description, and the State of California, through its' Executive Officer of the Rivers and Mountains Conservancy pursuant to the Clean Water, Clean Air, Safe Neighborhoods and Coastal Protection Bond Act of 2002 (Proposition 40), agrees to fund the Project up to the total Project Grant Amount.

PROJECT DESCRIPTION:

Insert Project Description

PROJECT GRANT AMOUNT: _____

The General and Special Provision attached are made a part of and incorporated into the Contract.

TYPED NAME OF GRANTEE

STATE OF CALIFORNIA
RIVERS AND MOUNTAINS CONSERVANCY

BY _____
Signature of Authorized Representative

BY _____
Executive Officer

TITLE: _____

DATE: _____

DATE: _____

CERTIFICATE OF FUNDING (FOR STATE USE ONLY)

GRANT AMOUNT:	\$	GRANT NUMBER	FUND		
ADJ. INCREASING AMOUNT:	\$	APPROPRIATION			
ADJ. DECREASING AMOUNT:	\$	ITEM CALSTARS VENDOR NO.			
TOTAL GRANT AMOUNT:	\$	LINE ITEM ALLOTMENT	CHAPTER	STATUTE	FY
T.B.A. NO.	B.R. NO.	INDEX	PCA		OBJ. EXPEND
I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance					
SIGNATURE OF ACCOUNTING OFFICER			DATE		

General and Special Provisions

A. Definitions

1. The term “Act” as used herein means the Clean Water, Clean Air, Safe Neighborhoods and Coastal Protection Bond Act of 2002.
2. The term “CEQA” as used herein means the California Environmental Quality Act, Public Resources Code Section 21000 et. seq.; Title 14, California Code of Regulations Section 15000 et. seq.
3. The term “Contract” as used herein means a grant agreement between the State and Grantee specifying the payment of Grant Funds by the State for the performance of Project goals within the Project Performance Period by the Grantee.
4. The term “Grantee” as used herein means the party described as the Grantee on page 1 of this Contract.
5. The term “Grant Funds” as used herein means funds derived from the sale of bonds authorized by the Act.
6. The term “Project” as used herein means the project described on page 1 of this Contract.
7. The term “Project Performance Period” as used herein means the period of time that the Grant Funds are available, and the time in which the Project must be complete, billed and paid as described on page 1 of this Contract.
8. The term “State” as used herein means the Rivers and Mountains Conservancy.

B. Project Execution

1. Subject to the availability of Grant Funds in the Act, the State hereby grants to the Grantee a sum of money (Grant Funds) not to exceed the amount stated on page 1 of this contract in consideration of and on condition that the sum be expended in carrying out the purpose as set forth in the Description of Project and under the terms and conditions set forth in this Contract.
2. Grantee agrees to assume any obligation to furnish any additional funds that may be necessary to complete the Project. Any modification or alteration in the Project as set forth in the Application on file with the State must be submitted to the State for approval.
3. Grantee agrees to complete the Project in accordance with the time of Project Performance Period, and under the terms and conditions of this Contract.

4. Grantee shall comply with the California Environmental Quality Act (Public Resources Code, Section 21000, et. seq.).
5. If the Project includes development, the Grantee shall comply with all applicable current laws and regulations affecting development projects, including, but not limited to, laws affecting health and safety, hazardous materials, historical preservation, environmental impacts, building standards, and the like.
6. Grantee agrees to permit periodic site visits by the State to determine if development work is accordance with the approved Project Scope including a final inspection upon Project completion.
7. Grantee agrees to submit any significant deviation from the original Project Scope to the State for prior approval. Changes in Project Scope must be approved in writing by the Stat and must meet the exact need described in the original Project Application.
8. If the Project includes acquisition of real property, the Grantee agrees to comply with all applicable state and local laws or ordinances effecting relocation and real property acquisition. Documentation of such compliance will be made available for review upon request by the State.
9. Grantee agrees to provide reasonable public access to lands acquired in fee with Grant Funds except where that access may interfere with habitat protection.
10. Grantee agrees to post signs acknowledging the source of funds consistent with the attached signage guidelines.

C. Project Costs

The Grant Funds to be provided Grantee under this Contract may be disbursed as follows:

1. For acquisition projects: Acquisition of real property shall be from a willing seller of a fee interest or any other interest. The State shall reimburse the Grantee the amount of the purchase price together with incident acquisition costs for the total amount authorized on page 1 of this contract.
2. For development projects: The State may reimburse the Grantee the Grant Funds upon submission of a payment request consistent with the project description and this contract.

D. Project Administration

1. Grantee agrees to promptly submit such reports as the State may request. Grantee shall provide State a report showing total final Project expenditures.

2. Grantee agrees that property and facilities acquired or developed pursuant to this Contract shall be available for inspection upon request by the State.
3. Grantee agrees to use any Funds advanced by the State under the terms of this Contract solely for the Project herein described.
4. If Grant Funds are advanced, the Grantee agrees it should place such moneys in a separate interest bearing account, setting up and identifying such account prior to the advance. Interest earned on Grant Funds shall be used on the Project or paid to the State. If Grant Funds are advanced and not expended, the unused portion of the Grant shall be returned to the State within 60 days of completion of the Project or at the end of the Project Performance Period, whichever is earlier.

E. Project Termination

1. Grantee may unilaterally rescind this Contract at any time prior to the commencement of the Project. After Project commencement this Contract may be rescinded, modified or amended by mutual agreement in writing.
2. Failure by the Grantee to comply with the terms of this Contract or any other Contract under the Act may be cause for suspension of all obligations of the State hereunder.
3. Failure of the Grantee to comply with the terms of this Contract shall not be cause for the suspension of all obligations of the State hereunder if in the judgment of the State such failure was due to no fault of the Grantee. In such case, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Contract.
4. Because the benefit to be derived by the State, from the full compliance by the Grantee with the terms of this Contract, is the preservation, protection and net increase in the quantity and quality of parks, public recreation facilities and/or historical resources available to the people of the State of California and because such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State by way of Grant Funds under the provisions of this Contract, the Grantee agrees that payment by the Grantee to the State of an amount equal to the amount of the Grant Funds disbursed under this Contract by the State would be inadequate compensation to the State for any breach by the Grantee of this Contract. The Grantee further agrees therefore, that the appropriate remedy in the event of a breach by the Grantee of this Contract shall be the specific performance of this Contract.
5. Grantee and State agree that if the Project includes development, final payment may not be made until the Project conforms substantially to this Contract and is a useable facility.

F. Hold Harmless

1. Grantee agrees to waive all claims and recourse against the State including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this Contract except claims arising from the concurrent or sole negligence of State, its officers, agents, and employees.
2. Grantee agrees to indemnify, hold harmless and defend State, its officers, agents and employees against any and all claims demands, damages, costs, expenses or liability costs arising out of the acquisition, development, construction, operation or maintenance of the property described as the Project which claims, demands, or causes of action arise under Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of State, its officers, agents or employees.
3. Grantee agrees that in the event State is named as codefendant under the provisions of Government Code Section 895 et seq., the Grantee shall notify State of such fact and shall represent State in the legal action unless State undertakes to represent itself as codefendant in such legal action in which event shall bear its own litigation costs, expenses, and attorney's fees.
4. Grantee and State agree in the event of judgment entered against the State and Grantee because of the concurrent negligence of the State and Grantee, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.
5. Grantee agrees to indemnify, hold harmless and defend the State, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of legal actions pursuant to items to which the Grantee has certified. Grantee acknowledges that it is solely responsible for compliance with items to which it has certified.

G. Financial Records

1. The State may audit the Project. If so, the Grantee will be notified at least 30 days in advance. The audit may occur up to three years after the final payment of Grant Funds.
2. Grantee agrees to maintain satisfactory financial accounts, documents and records for the Project and to make them available to the State for auditing at reasonable times. Grantee also agrees to retain such financial accounts, documents and records for three years following Project termination or completion.
3. Grantee and State agree that during regular office hours each of the parties hereto and their duly authorized representative shall have the right

to inspect and make copies of any books, records or reports of the other party pertaining to this agreement or matters related thereto. Grantee agrees to maintain and make available for inspection by the State accurate records of all of its costs, disbursements and receipts with respect to its activities under this Contract.

4. Grantee agrees to use a generally accepted accounting system.

H. Use of Facilities

1. Grantee agrees that the Grantee shall use the property acquired or developed with Grant Funds under this Contract only for the purpose for which the State Grant Funds were requested and no other use of the area shall be permitted except by specific act of the Legislature.
2. Grantee agrees to maintain and operate the property acquired, developed, rehabilitated or restored with Grant Funds a period that is commensurate with the type of project and the proportion of State funds and local matching funds or property allocated to the capital costs of the project.

I. Nondiscrimination

1. The Grantee shall not discriminate against any person on the basis of sex, race, color, national region, age, religion, ancestry, or physical handicap in the use of any property or facility acquired or developed pursuant to this Contract.
2. The Grantee shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of resident and pursuant to law.
3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this Contract.

J. Application Incorporation

The Application and any subsequent change or addition approved in writing by the State is hereby incorporated in this Contract as though set forth in full in this Contract.

K. Severability

If any provision of this Contract or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of the agreement which can be given effect without the invalid provision or application, and to this provisions of this Contract are severable.